

## **Memorandum of Understanding**

### **Virus and Spam Filtering**

#### **Office of Technology**

This MOU is between West Virginia Network (WVNET) and the Office of Technology (OT)

#### **PURPOSE**

This agreement specifies the services and commitments of WVNET, as well as, the expectations and obligations of OT in relation to a contract to provide virus and spam filtering for the OT e-mail servers.

#### **WVNET RESPONSIBILITIES**

WVNET will use a virus-scanning engine to provide virus filtering. The virus signatures database will be updated with the latest virus signatures every hour. The software runs on RedHat Linux on an IBM x-Series machine with dual CPUs and raid/mirrored disk drives. Each message is broken apart (decoded) and each individual file is scanned for any virus contamination. If a virus is found, the file in question is removed or disinfected, if possible, and the files are recombined to re-create the message and send it on its way.

WVNET will run a spam filter that examines every e-mail message and heuristically analyzes its content. Everything in the body of the message that is consistent with known spam characteristics gets a positive point value. Everything in the body of the message that is not usually associated with spam characteristics gets a negative point value. The sum of the point values creates a final score that is compared to the threshold value for rejecting a message as spam. This threshold approach reflects that there is no infallible test for spam and that there is always a balance between the possibility of rejecting some valid mail as spam and letting some spam through because it appears legitimate. If the final score exceeds the threshold set for the e-mail domain, the filter deletes the message.

WVNET tests all software upgrades to virus and spam filtering software prior to installation in the production environment and makes upgrades to the production software during low traffic hours. Downtime for upgrades is minimal and WVNET maintains a spare server readily available in the event of a serious hardware failure.

## CUSTOMER RESPONSIBILITIES

OT designates Michael Belcher ([mbelcher@wvadmin.gov](mailto:mbelcher@wvadmin.gov); 304-558-5472 ext. 5809) to act as the WVNET technical contact regarding this agreement. OT designates Bryan Hoffman ([bhoffman@wvadmin.gov](mailto:bhoffman@wvadmin.gov); 304-558-5472 ext 2312) as the contact for the administration of this agreement. This agreement requires a single point of contact for all technical matters. WVNET is willing to have multiple technical contacts for additional cost (see below). The technical contact will work with WVNET to define the domain addresses that are to be filtered. WVNET is constantly tuning the software to optimize the rejection threshold and the technical contact can work with WVNET to establish a threshold that works best for the customer.

The customer will provide the initial point of contact for its users. The customer will handle routine user requests for assistance. If any problems are encountered with virus or spam filtering, the technical contact will work with WVNET in getting the problem resolved. The technical contact may determine that a problem is "critical" for purposes of determining if after-hours second-level support by WVNET is required.

## DOMAIN ADDITIONS OR DELETIONS

This agreement allows for the addition or deletion of domains or the number of accounts in a domain during the fiscal year with a resulting impact on monthly invoicing. This section outlines the procedure to be followed in order to adjust pricing for additions or deletions of domains or changes to the number of accounts.

The process will be initiated by OT when a need to add or delete a domain or to change the number of accounts is recognized. The OT technical contact will notify the WVNET technical contact, the OT administrative contact, and the WVNET administrative contact by e-mail of the request. The request should include both the domain name and the number of accounts involved. It should also specify whether a domain is being added or deleted or if the number of accounts in a domain is being adjusted. Adjustments for the number of accounts should only be requested when the resulting price change is significant.

Upon receipt of the request, the WVNET technical contact will work with the OT technical contact to add or delete the domain or to perform whatever technical work, if any, is required. The WVNET technical contact will notify the WVNET administrative contact by e-mail when the request has been completed.

A spreadsheet with the current listing of domain names being filtered and the number of accounts in each domain will be maintained by both OT and WVNET. Upon the receipt of the request for a

change, the WVNET administrative contact will adjust the WVNET spreadsheet and notify the OT administrative contact of the resulting price change. The OT administrative contact will verify and confirm with WVNET the accuracy of the price change. The WVNET administrative contact will notify the WVNET accounts receivable clerk to change the invoice amount when notice is received from the WVNET technical contact that the work has been completed.

The price change will take affect in the month following the completion of the work. For example, if a request is received on the 15<sup>th</sup> of the month and the work is completed by the 20<sup>th</sup> of the month, the price change will be effective beginning the following month.

### PROBLEM ESCALATION PROCEDURES

WVNET has designated Roberta Haddix ([Roberta@mail.wvnet.edu](mailto:Roberta@mail.wvnet.edu); 304-293-5192 X 259) to act as the point of contact regarding the terms and conditions of this MOU.

WVNET has designated Rich Lynch ([rich@mail.wvnet.edu](mailto:rich@mail.wvnet.edu); 304-293-5192 X 243) to act as the point of contact regarding all technical and implementation matters associated with this service. If you can not reach Rich, please contact his manager Jay Justice (304-293-5192 X 271) for assistance.

## AGREEMENT TERM AND PAYMENT GUIDELINES

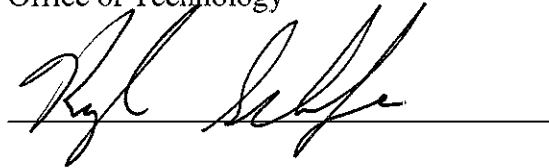
The term of this Agreement will be for 12 months, beginning July 1<sup>st</sup>, 2007. The agreement may be canceled with 30 days advance notice either by the customer or by WVNET. Prior to July 1, 2008, a new MOU will be negotiated for the period between July 1, 2008 and June 30, 2009. Pricing is determined as follows: (To be amended as described above.)

One Technical Contact @ \$1,500/year	\$1,500
10,066 e-mail Accounts @ \$1.00/year	\$9,651
Total:	\$11,151 / year
	\$929.25 / month

OT will pay \$929.25 per month starting July 1, 2007 and continuing through June 30, 2008. This may be adjusted as described above. If timely payment is not received suspension of service may result.

AGREED BY:

Office of Technology

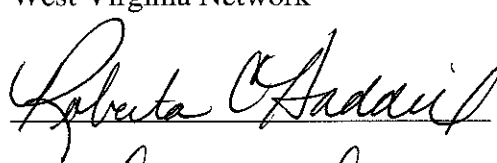


Title: CIO

Date: 8/31/07

AGREED BY:

West Virginia Network



Title: Assistant Director, Admin

Date: 8/10/07